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3/25/00 NE

07-24-2000



FORM PTO-

1-31-92

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TRADEMARKS ONLY

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached original documents or copy thereof.**

1. Name of conveying party(ies):

Classroom Connect, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Other **Corrective cover sheet**

Execution Date: **3/25/2000**

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**

Internal Address: **Loan Documentation HG150**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **Ca** ZIP: **95054**

- ☐ Individual(s) Citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State **CA**
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

**75533200; 75685774; 75623793; 75685744; 75292091; 75685780;
75885797; 75533202; 75578072; 75533201; 75575860; 75681564;
75533362; 75577012; 75292756; 75533361; 75292771; 74618119;
75097963; 75292755; 75292090**

B. Trademark Registration No.(s)

2273328; 2273329; 1977886; 2043693; 2235148; 2239899

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: **Loan Documentation HG150**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **Ca** ZIP: **95054**

6. Total number of applications and registrations involved: **21/6**

7. Total fee (37 CFR 3.41): \$ **540.00 Already paid**

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/20/2000 DNGUYEN 00000188 75533200

01 FC:481

40.00 DP

02 FC:482

650.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michelle Giannini
Name of Person Signing

Signature

3/25/00
Date

Total number of pages comprising cover sheet: **7**

OMB No 0651-0011 (exp 4/94)

11/17/00

TRADEMARK
REEL: 002107 FRAME: 0928

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 23, 1999 by and between SILICON VALLEY BANK ("Bank") and Classroom CONNECT, Inc., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby agrees as follows:

AGREEMENT

To secure its Obligations to Bank under the Loan Agreement and any other agreements now existing or hereafter arising relating to such Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:—

1241 East Hillsdale Blvd., Suite 100
Foster City, CA 94404

Attn: Larry deAngelis

CLASSROOM CONNECT, INC.

By: _____

Title: _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054
Attn: Tim Walsh

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT "C"

TRADEMARKS

TRADEMARK

DescriptionRegistration/
Application NumberRegistration/
Application Number Date

AFRICAQUEST	75/533200	8/10/98
ASIAQUEST	75/685774	4/16/99
CLASSROOM CONNECT	1977886	6/4/99
CLASROOM CONNECT & DESIGN	75/623793	1/19/99
CLASSROOM TODAY	75/685744	4/20/99
CLUB NET	75/292091	5/15/97
CLUB NET	75/685780	4/16/99
CONNECTED CLASSROOM CONFERENCE	2043693	3/11/97
CONNECTED QUESTIONS	75/685797	4/16/99
CONNECTED QUESTIONS	2235148	3/23/99
CONNECTED UNIVERSITY	75/533202	8/10/98
CYBERSTORIES	2239899	4/13/99
CYBERTRIPS	75/578072	10/26/98
GALAPAGOSQUEST	75/533201	8/10/98
HOT LINKS FOR ELEMENTARY SCIENCE	75/575860	10/23/98
LOOK IT UP!	75/681564	4/13/99
MAYAQUEST	75/533362	8/10/98
READY SET INTERNET!	75/577012	10/26/98
REAL TIME EVENTS	75/292756	5/15/97
TEACHER'S WEBPACK	75/533361	8/10/98
WEB ESSENTIALS	75/292771	5/15/97

EXHIBIT A

Copyrights

Description

Registration/
Application Number

Registration/
Application Date

EXHIBIT B

Patents

Description

Registration/
Application Number

Registration/
Application Date